

REMARKS/ARGUMENTS

Claims 40-56, 58-65 and 67 are rejected under 35 U.S.C. § 102(e) as being anticipated by Vega et al. (U.S. Patent No. 7,252,575). Claim 57 is rejected under 35 U.S.C. § 103(a) as being unpatentable over Vega as applied to claim 54 above.

Claim 67 is canceled by the present amendment. Claim 54 has been amended to emphasize the feature of different areas of expertise.

Reconsideration and allowance of the claims 40-65 as amended is requested for the following reasons.

The present invention is intended to overcome a problem wherein a service provider may not possess all of the skills or expertise required to fulfill a service order. For example, a consumer may order a matted and framed print to be produced from a digital image file. A photofinisher is needed to print the image, but the photofinisher may not be in the businesses of print matting and framing.

In accordance with the present invention, a plurality of service providers may combine into a network. In the simple example set forth above, one or more service providers has the ability to print images from digital files, another service provider is in the business of matting prints, and yet another service provider is in the business of framing matted prints. The expertise of two or more collaborative service providers is required to fulfill the customer order.

In paragraph 2 of the Office Action, the Examiner admits that Vega does not expressly disclose providers with different areas of expertise. Rather, the Examiner suggests that it is inherent in Vega that the parties have different areas of expertise, and that at least one party requires expertise that he lacks. Applicant respectfully disagrees.

Even a cursory reading of Vega makes it clear that the reference is concerned with fulfilling orders where one vender does not have the capacity (as opposed to the expertise) to fill the entire order. See for example the Abstract, which states that vender offers are evaluated based upon the degree of identicalness of the services. The Field of the Invention relates to trading services via a set of standardized material terms describing the services (col. 1, lines 11-15). Vega states that it is a purpose of the invention to compile and compare competing offers based upon a set of material terms (col. 2, lines 18-20). Thus, Vega is clearly directed to service providers who compete for the same services, and is not concerned with service providers who seek other providers that have complimentary skills and services.

In some respects, Vega is not necessarily concerned with competitor service providers, but rather allows one service provider, who does not possess the capacity to fill an order, to complete the order using another service provider. For example, column 13, lines 24-28 sets forth that a service provider may access the group as long as the others in the group accept “the same material terms 132 except for some individualized terms such as volume and schedule.” Again, this clearly shows that the members of the group are providing the same product, and that only the quantity and/or the delivery schedule is a variable.

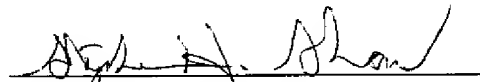
Other evidence abounds that it is not inherent in Vega that the parties have different areas of expertise, and that at least one party requires expertise that he lacks. In column 14, lines 6-11, Vega states that when the offers do not completely fill the order, the unfilled portion of the order is distributed among the service providers. This would not be possible if the providers had different areas of expertise.

Applicants believe that Vega does not render Applicants’ claimed invention unpatentable. It is believed that the claims in the application are allowable over the cited art and such allowance is respectfully requested.

Should the Examiner consider that additional amendments are necessary to place the application in condition for allowance, please call the undersigned counsel for the purpose of discussing such amendments.

The Commissioner is hereby authorized to charge any fees in connection with this communication to Eastman Kodak Company's Deposit Account No. 05-0225.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Stephen H. Shaw', is written over a horizontal line.

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If the Examiner is unable to reach the Applicant(s) Attorney at the telephone number provided, the Examiner is requested to communicate with Eastman Kodak Company's Patent Operations at (585) 477-4656.